

88113650

# UNOFFICIAL COPY

Mortgage

Loan No. 03-42557-15

10/16

(Corporate Land Trustee Form)

THIS INDENTURE WITNESSETH: That the undersigned \_\_\_\_\_

STATE BANK OF ANTOCH

a corporation organized and existing under the laws of the STATE OF ILLINOIS

not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated OCTOBER 16, 1987 and known as trust number 87-134, hereinafter referred to as the Mortgagor, does hereby Mortgage and convey to

## CRAGIN FEDERAL SAVINGS & LOAN ASSOCIATION

a corporation organized and existing under the laws of the UNITED STATES OF AMERICA hereinafter referred to as the Mortgagee, the following real estate in the County of COOK in the State of ILLINOIS, to wit:

14<sup>00</sup>

THOSE PARTS OF THE SOUTH EAST 1/4 OF SECTION 7 AND OF THE SOUTH WEST 1/4 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH WEST CORNER OF SAID SECTION 8; THENCE NORTH 86 DEGREES 57 MINUTES 36 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 8, A DISTANCE OF 718.21 FEET TO THE SOUTH WEST

CORNER OF MOON LAKE BOULEVARD, AS DEDICATED FOR PUBLIC STREET PER PLAT THEREOF RECORDED JANUARY 11, 1973 PER DOCUMENT 22184530; THENCE IN A NORTHERLY DIRECTION ALONG THE WESTERLY LINES OF MOON LAKE BOULEVARD, AFORESAID, THE FOLLOWING EIGHT COURSES OR CURVES AND DISTANCES:

(1) NORTH 3 DEGREES 28 MINUTES 54 SECONDS WEST, A DISTANCE OF 106.19 FEET TO A POINT OF CURVATURE; (2) THENCE NORTHEASTERLY ALONG AN ARC OF A CIRCLE BEING CONVEX TO THE WEST, HAVING A RADIUS OF 390 FEET, THE CHORD THEREOF HAVING A BEARING OF NORTH 7 DEGREES 13 MINUTES 48 SECONDS EAST AND A LENGTH OF 144.97 FEET, AN ARC-DISTANCE OF 145.82 FEET TO A POINT OF TANGENCY; (3) THENCE NORTH 17 DEGREES 56 MINUTES 29 SECONDS EAST, A DISTANCE OF 136.32 FEET TO A POINT OF CURVATURE; (4) THENCE NORTHERLY ALONG AN ARC OF A CIRCLE, BEING CONVEX TO THE EAST, HAVING A RADIUS OF 335 FEET, THE CHORD THEREOF HAVING A BEARING OF NORTH 7 DEGREES 07 MINUTES 53 SECONDS EAST AND A LENGTH OF 125.66 FEET, AN ARC-DISTANCE OF 126.41 FEET TO THE PLACE OF BEGINNING AND THE MOST EASTERLY CORNER OF PARCEL "C" AS SHOWN ON PLAT OF EASEMENTS FOR OPEN SPACES RECORDED APRIL 24, 1973 PER DOCUMENT NO. 22299742; (5) THENCE CONTINUING NORTHWESTERLY ALONG AN ARC OF LAST DESCRIBED CIRCLE, BEING CONVEX TO THE NORTH EAST, HAVING SAID RADIUS OF 335 FEET, THE CHORD THEREOF HAVING A BEARING OF NORTH 26 DEGREES 31 MINUTES 48 SECONDS WEST AND A LENGTH OF 260.19 FEET, AN ARC-DISTANCE OF 267.22 FEET TO A POINT OF TANGENCY; (6) THENCE NORTH 49 DEGREES 22 MINUTES 53 SECONDS WEST, A DISTANCE OF 362.69 FEET TO A POINT OF CURVATURE; (7) THENCE NORTHWESTERLY ALONG AN ARC OF A CIRCLE, BEING CONVEX TO THE NORTH EAST, HAVING A RADIUS OF 785 FEET, THE CHORD THEREOF HAVING A BEARING OF NORTH 56 DEGREES 18 MINUTES 49 SECONDS WEST AND A LENGTH OF 189.49 FEET, AN ARC-DISTANCE OF 189.96 FEET TO A POINT OF TANGENCY; (8) THENCE NORTH 63 DEGREES 14 MINUTES 45 SECONDS WEST, A DISTANCE OF 222.71 FEET, MORE OR LESS TO A NORTH EAST CORNER OF PARCEL "C" AS SHOWN ON PLAT OF EASEMENTS FOR OPEN SPACES RECORDED APRIL 24, 1973 PER DOCUMENT NO. 22299742; (9) THENCE IN A SOUTHERLY DIRECTION ALONG THE FOLLOWING DESCRIBED COURSES AND DISTANCES: (1) SOUTH 29 DEGREES 36 MINUTES 41 SECONDS WEST, A DISTANCE OF 154.93 FEET; (2) THENCE SOUTH 21 DEGREES 09 MINUTES 41 SECONDS WEST, A DISTANCE OF 66.48 FEET; (3) THENCE SOUTH 7 DEGREES 46 MINUTES 40 SECONDS WEST, A DISTANCE OF 206.90 FEET; (4) THENCE SOUTH 31 DEGREES 02 MINUTES 11 SECONDS WEST, A DISTANCE OF 398.39 FEET; (5) THENCE SOUTH 02 DEGREES 39 MINUTES 47 SECONDS WEST, A DISTANCE OF 86.09 FEET; (6) THENCE SOUTH 64 DEGREES 58 MINUTES 59 SECONDS EAST, A DISTANCE OF 49.66 FEET; (7) THENCE NORTH 66 DEGREES 53 MINUTES 09 SECONDS EAST, A DISTANCE OF 178.31 FEET; (8) THENCE NORTH 86 DEGREES 13 MINUTES 13 SECONDS EAST, A DISTANCE OF 638.38 FEET; (9) THENCE NORTH 75 DEGREES 13 MINUTES 58 SECONDS EAST, A DISTANCE OF 248.84 FEET, MORE OR LESS, TO THE MOST EASTERLY CORNER OF SAID PARCEL "C" AND THE PLACE OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 07-07-401-006-0006  
07-08-306-012-0000

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Property

88113650

Box 103

**MORTGAGE**

STATE BANK OF ANTIPOCH  
TR. NO. 87-134 DTD. 10-16-87

to

CRAGIN FEDERAL SAVINGS AND LOAN  
ASSOCIATION

PROPERTY AT:  
MOON LAKE BOULEVARD  
HOFFMAN ESTATES, ILLINOIS 60194

Loan No. 01-4-527-15

Property of Cook County Clerk's Office  
88113650

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Property of Cook County

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed thereon, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagor is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereunto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any state, which said rights and benefits said Mortgagor does hereby release and waive.

## TO SECURE

(1) (a) the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of ONE MILLION EIGHT HUNDRED THOUSAND AND NO /100 Dollars  
\$ 1,800,000.00 payable quarterly

in which Note, together with interest thereon as therein provided, shall be paid in monthly installments of Dollars

which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full.

SEE ADDENDUM "A" ATTACHED HERETO.

## ADDENDUM "A"

For value received, the undersigned ("BORROWER") promise (s) to pay CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION, or order, the principal sum of ONE MILLION EIGHT HUNDRED THOUSAND AND NO/100 (\$1,800,000.00). Interest from April 1, 1988 shall be based at 1½% above the prime rate (rounded to the nearest 1/8%) as stated in the Money Section of the "Wall Street Journal" on the 25th of the month preceeding the change date or other index if this ceases to be published. Said interest shall be adjusted quarterly from April 1, 1988. The mortgage interest may increase or decrease based upon the change of the stated prime rate. Interest shall be payable monthly, commencing on April 1, 1988 for a period of 2 years, at 5200 W. Fullerton Avenue, Chicago, Illinois 60639 or such other place as the note holder may designate. Said monthly installments shall continue until the entire indebtedness evidenced by the note is paid in full, except that any remaining indebtedness, if not paid sooner, shall be due and payable on or before the first day of March, 1990.

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Box 493

**MORTGAGE**

STATE BANK OF ANTIPOCH  
TR. NO. 87-134 DTD. 10-16-87

to

CRAGIN FEDERAL SAVINGS AND LOAN  
ASSOCIATION

PROPERTY AT:  
MOON LAKE BOULEVARD  
HOFFMAN ESTATES, ILLINOIS 60194

Loan No. 01-42557-15

89113650

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A (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special licenses, special assessments, water charges, sewer charges, and condominium assessments against said property including those heretofore due, and to furnish Mortgages, upon request, duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the liability insurance and such other insurance as the Mortgagee may require; (4) To provide public liability insurance and such other insurance as the Mortgagee may require, until expiration of the liability insurance and such other insurance as the Mortgagee may require; (5) To provide public liability insurance and such other insurance as the Mortgagee may require, until expiration of the liability insurance and such other insurance as the Mortgagee may require.

## THE MORTGAGOR COVENANTS:

(3) The performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.  
 (2) Any advances made by the Mortgagee to the Mortgagor, or its successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account of said original Note together with such additional advances, in a sum in excess of TWO MILLION ONE HUNDRED SIXTY THOUSAND AND NO/100 Dollars is 2160000.00 provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the Mortgage.

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TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed thereon, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other devices, and any other thing now or hereafter therein or thereon, he thinking of which by means in power is customary or appropriate, including screens, window shades, storm doors and windows, door coverings, screen doors, in-a-out beds, awnings, porches and water heaters (all of which are intended to be and are hereby declared to be a part of said real estate) whether physically attached thereto or not, and thereon or with, and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred, or conveyed over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, vendors, holders and owners paid off by the proceeds of the loan hereby secured.

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Box 403

**MORTGAGE**

STATE BANK OF ANTIPOCH  
TR. NO. 87-134 LTD. 10-16-87

to

CRAIGIN FEDERAL SAVINGS AND LOAN  
ASSOCIATION

PROPERTY AT:  
MOON LAKE BOULEVARD  
HOFFMAN ESTATES, ILLINOIS 60194

Loan No. 01-42557-15



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K That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the solvency of the Mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof.

L That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee, and that the powers herein mentioned may be exercised as often as occasion therefor arises.

M The corporate Trustee named herein being duly authorized to do so by the trust instrument or by any persons having a power of direction over the Trustee does hereby waive any and all rights of redemption from sale under any order or decree foreclosing this mortgage, unless this mortgage, at the time of the execution hereof, covers any land which is improved with a dwelling for not more than four families or is given to secure a loan to be used, in whole or in part, to finance the construction of a dwelling for not more than four families or is used or intended to be used for agricultural purposes.

N The right is hereby reserved by the Mortgagee to make partial release or releases of the mortgaged premises hereunder without notice to, or the consent, approval or agreement of other parties in interest, including junior lienors, which partial release or releases shall not impair in any manner the validity of or priority of this mortgage on the mortgaged premises remaining, nor release any guarantor, co-signer, surety or endorser from personal liability for the indebtedness hereby secured.

O This mortgage is executed by the undersigned not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said undersigned hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said undersigned, either individually or as Trustee aforesaid, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the undersigned, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, co-signer, surety or endorser, if any.

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer President, and its corporate seal to be hereunto affixed and attested by its Exec. V.P.

Secretary, this 20TH day of FEBRUARY, A.D., 19 88.

ATTEST: Roger V. Manderscheid  
B.O.F.  
Secretary

C. J. Blinchette  
President

STATE BANK OF ANTIOCH  
As Trustee as aforesaid and not personally

STATE OF ILLINOIS  
COUNTY OF \_\_\_\_\_

C. J. Blinchette  
Notary Public in and for said County

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT C. J. Blinchette  
personally known to me to be the Asst. Vice President of STATE BANK OF ANTIOCH  
a corporation, and Roger V. Manderscheid personally known to me to be the Exec. V.P.  
Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing  
instrument, appeared before me this day in person and severally acknowledged that as such officers, they signed and delivered  
the said instrument as such officers of said corporation and caused the corporate seal of said corporation to be affixed thereto,  
pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and  
voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 20TH day of FEBRUARY, A.D. 19 88.

Norona Keefer  
Notary Public

MY COMMISSION EXPIRES My Commission Expires Nov. 5, 1989

THIS INSTRUMENT WAS PREPARED BY Richard J. Johns  
OF CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION,  
5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

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